



COMMONWEALTH of VIRGINIA
DEPARTMENT OF MEDICAL ASSISTANCE SERVICES
600 East Broad Street, Suite 1300
Richmond, VA 23219

August 22, 2005

Dear Prospective Vendor:

The Department of Medical Assistance Services (DMAS) is soliciting proposals from qualified Certified Public Accounting firms for Cost Settlement and Audit services and General Consulting Services for the Division of Provider Reimbursement. Duties of the contractor will include providing the review and cost settlement of all, and the field audit of selected, cost reimbursement reports submitted annually by certain providers of health care services to Virginia Medicaid recipients. Specific details about this procurement are in the enclosed Request for Proposal (RFP) 2006-01. Contractors must check the DMAS web site at www.dmas.virginia.gov or check the eVA web site at www.eva.state.va.us for any addendums or notices regarding this RFP.

The Commonwealth will not pay any costs that any Contractor incurs in preparing a proposal and reserves the right to reject any and all proposals received.

Contractors are requested not to call this office. All issues and questions related to this RFP should be submitted in writing to the attention of James Branham, Cost Settlement and Audit Manager, Division of Provider Reimbursement, 600 East Broad Street, Suite 1300, Richmond, VA 23219. In order to expedite the process of submitting inquiries, it is requested that vendors submit any questions or issues by email in MS Word format to james.branham@dmas.virginia.gov.

Contractors who wish to submit a proposal are required to submit a Letter of Intent which must be received by the Department no later than 2:00 PM local time on September 2, 2005. The prior submission of a Letter of Intent is a prerequisite for submitting a proposal; proposals will not be accepted from Contractors who have not submitted a Letter of Intent by the deadline specified above. Letters of Intent shall be sent to:

Department of Medical Assistance Services
Attention: Christopher Banaszak
600 East Broad Street, Suite 1300
Richmond, VA 21219

Sincerely,
Christopher M. Banaszak
Christopher M. Banaszak
Contract Officer

Enclosure

**REQUEST FOR PROPOSALS
RFP 2006-01**

Issue Date: August 22, 2005

Title: Cost Settlement and Auditing and Consulting Services for the Division of Provider Reimbursement

Period of Contract: An initial period of two years from award of contract, with provisions for four twelve-month extensions.

All inquiries should be directed in writing via email in MS Word Format to: james.branham@dmass.virginia.gov

James Branham
Cost Settlement and Audit Manager
Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, Virginia 23219

Deadline for submitting Letter of Intent and inquiries is **2:00 pm E.S.T., September 2, 2005**

Proposal Due Date: Proposals will be accepted until **2:00 p.m. E.S.T. on September 16, 2005**

Submission Method: The proposal(s) must be sealed in an envelope or box and addressed as follows:

"RFP 2006-01 Sealed Proposal"
Department of Medical Assistance Services
600 E. Broad Street, Suite 1300
Richmond, Virginia 23219
Attention: Chris Banaszak

Facsimile Transmission of the proposal is not acceptable.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In compliance with this Request for Proposal and to all conditions imposed therein and hereby incorporated by reference, the undersigned proposes and agrees to furnish the services contained in their proposal.

Firm Name (Print)	F.I. or S.S. Number
Address	Print Name
Address	Title
City, State, Zip Code	Signature (Signed in Ink)
Telephone	Date Signed
Fax Number	
eVA Registration Required	eVA Vendor #:
Check Applicable Status Corporation ----- Partnership ----- Proprietorship ----- Individual ----- Woman Owned ----- Minority Owned ----- Small Business -----	

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF MEDICAL ASSISTANCE SERVICES
REQUEST FOR PROPOSALS
FOR
COST SETTLEMENT AND AUDITING AND CONSULTING SERVICES

RFP 2006-01

ISSUED AUGUST 22, 2005

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1. PURPOSE

The Commonwealth of Virginia, Department of Medical Assistance Services (DMAS) is hereby soliciting proposals from qualified Certified Public Accounting firms to establish a contract through competitive negotiations for Cost Settlement and Auditing Services and General Consulting Services. DMAS reserves the right to contract with one firm for all services or with different firms for each service.

Cost Settlement Auditing Services: The Certified Public Accounting firm (Contractor) will examine (perform specified verification procedures) provider submitted cost reimbursement reports, by applying comprehensive desk and field audit program procedures, to these submitted cost reimbursement reports and supporting records of health care providers, including hospitals, nursing homes, rehabilitation agencies, federally qualified health centers, rural health clinics and intermediate care facilities for the mentally retarded, which participate in the Virginia Medical Assistance Program (VMAP). The contractor will inform the provider of, and report to DMAS any matter, which would impact the allowability of costs reported for reimbursement, as defined in applicable Medicaid reimbursement regulations, and will inform DMAS of any matters that should be considered when rates are updated annually.

PFA Audit Services: The contractor will examine (perform specified verification procedures of) the Personal Fund Account (PFA) records maintained by Nursing Facilities (NF) on behalf of Medicaid Recipients, which participate in the Virginia Medical Assistance Program (VMAP) and report to the provider and DMAS any matters which would affect the PFA in accordance with the Virginia State Plan for Medical Assistance *and applicable state and federal laws and regulations*. These procedures will include the review, of a sample of the claims submitted to and paid by DMAS to the NF provider for services to the Medicaid recipient to verify that the proper patient pay amount has been applied by the NF provider to the claim.

General Consulting Services: The Firm will provide general consulting to the DMAS from time to time as the need arises.

2. BACKGROUND

Title XIX of the Social Security Act, referred to as "Medicaid," was established under federal law in 1965. The VMAP began operation on July 1, 1969, and provides for a uniform and comprehensive program of medical and health care for those impoverished and needy persons who are able to establish eligibility. The federal and state governments share the costs of the Medicaid program.

The DMAS is the single state agency which administers the VMAP. Health care providers contract with the DMAS to furnish care to Medicaid eligible recipients.

2.1 Division of Provider Reimbursement Overview

The Division of Provider Reimbursement (DPR) is responsible for determining payment rates to health care providers, based on costs and/or ceilings determined according to the VMAP regulations. Providers bill the DMAS for services furnished to recipients, and file annual reports which identify the costs incurred and calculate final payment for the fiscal period. The DPR utilizes these cost reports to determine payment amounts and to determine that costs reported and payments claimed are in accordance with the VMAP plan provisions and applicable State and Federal laws and regulations. The DPR performs both desk (in-house) and field (on-site) audits/verifications of provider cost reports. The DPR is responsible for rate setting for fee-for-service health care providers; institutional health care providers and capitated managed care providers.

2.2 RFP Objectives:

To provide a contract for all cost report settlement and in-house and on-site auditing/verification services required by the DPR.

To obtain as a resource through a contract with a Certified Public Accounting Firm, a group of highly skilled, technically competent, ethical, and professional personnel who have been educated and trained in accounting and auditing standards.

To provide for consistency and continuity in the personnel assigned by the contracting firm, who are or will be trained in the VMAP laws and regulations, to ensure consistency in the application of such laws and regulations.

To provide a contract for all on-site auditing of PFA records maintained by Nursing Facilities.

To provide personnel as requested to assist the DMAS in its financial operations processes under the supervision of the DMAS management.

To provide general consulting services to DMAS in various areas of its operations as needed.

3. NATURE AND SCOPE OF SERVICES

The Contractor will be responsible for the Cost Settlement and Audit functions performed by the DMAS. These duties consist of managing the cost reporting process, completing a comprehensive uniform desk review of cost reports received, determine if further on-site field audit verification is required and completing on-site field audits. The Contractor will also be responsible for issuing notices of program reimbursement (NPR) letters to providers that reflect the results of desk and field audits, rate determination processes and representing the DMAS at informal and formal appeals of the NPR's and audit/verification findings. The Contractor will be responsible for assisting the DMAS from time to time in auditing the costs of providers that do not file annual cost reports to determine if adjustments to rates are appropriate.

The Contractor engaged to perform this project must provide professional and clerical support as well as related resources for the duration of the contract.

3.1 Program Administration

The Contractor will be responsible for issuing cost reporting forms to participating providers based on their fiscal year end and monitoring to ensure receipt of the cost reports in accordance with the Virginia State Plan regulations. The DMAS maintains a tracking system to log receipt of cost reports and verify the status of reports through completion of desk and field audits. The Contractor will be required to utilize this system and keep the status fields up to date. The Contractor will be responsible for issuing Notice of Program Reimbursement (NPR) letters to providers after initial, revised and final cost settlements.

The Contractor will be responsible for assisting the DPR in administration of the reimbursement programs with functions such as: representing the DMAS at informal and formal appeals (while this is not a solicitation for legal advice or counsel, the contractor would work in consultation with agency staff and with legal review by the Office of the Attorney General); changes in cost reporting forms; implementation of new reimbursement methodologies; and analyzing cost report data. The Contractor will be responsible for establishing appropriate internal control procedures to authorize additional payments to providers and establish revised rates through the DMAS Fiscal Agent, after completion of the cost report settlements. The Contractor will be responsible for maintaining all cost report files and records (paper and electronic) and disposing of information in accordance with the DMAS approved records retention plan.

The contractor will be responsible for providing and maintaining both hardware and software that will provide access to DMAS's automated systems for cost report settlement processing and accessing claims data in accordance with applicable privacy and security standards.

3.2 Audit Requirements and Scope

The DMAS requires the following Audit services:

A. The performance of desk audits is based on Uniform Desk Review Procedures (UDR). The UDR provide for an analysis of the provider's cost report to determine the adequacy, completeness and reasonableness of data recorded, and a summary of review results to either settle the cost report without field audit or to determine the extent to which field audit verification is needed. The UDR consist of:

1. Clerical review-

Determination of its completeness

Verification of its mathematical accuracy

Entry of cost report data into an automated desk review system

Preparation of the prior and current year's cost report data comparison

2. Professional review-

Determination of whether to perform a field audit and its scope based upon factors and steps, which may include, but are not limited to:

Comparison of prior and current year's cost data

Follow-up on corrective actions on deficiencies noted from
prior desk review or field audits

Reasonable cost determination by comparison with published limits

- and established guidelines
- Determination of inconsistencies in the application of generally accepted accounting principles and Medicaid program regulations, policies and procedures
- Determination of the existence of reasonable support for cost and statistical data based upon prior experience
- Summarization of findings regarding whether to field audit and its scope
- Summarization of issues and findings for subsequent year desk review

Based on DMAS experience, the average amount of time to complete a desk audit depends on the type of provider and the cost report forms they utilize. Based on our most recent experience, the following are average number of settlements and hours to complete a desk audit and settlement:

	<u>Initial Settlement</u>		<u>Revised Settlement</u>	
	Number	Hours	Number	Hours
Nursing Facility CMS 2540	220	55	260	20
Nursing Facility PIRS 1090	20	40	20	20
Hospital CMS 2552 w/ DRG 796	75	20	150	10
Hospital CMS 2552, DRG 796, PIRS 1090	20	40	35	20
Hospital CMS 2552, DRG 796, Supp E, PIRS 1090	3	40	1	20
Hospital CMS 2552, DRG 796, Supp E	10	20	5	10
Outpatient Rehabilitation Agency DMAS 2088 , Rehab 1203	130	30	15	10
Federally Qualified Health Center Rural Health Clinic CMS 222, DMAS 222	80	30	80	10
Intermediate Care Facility for Mental Retardation, MAP 128	25	30	10	10
State DMHMRSAS Facilities, CMS 2552 w/ DMAS 793 or DMAS 128	13	20		

B. Field Audit - A Medicaid cost report field audit involves an examination (perform specified verification procedures) of the provider's financial records and activities as they relate to Medicaid payment. The

necessity for a field audit is determined after completing a desk review of the provider's cost report. The Contractor will be required to determine if a field audit is necessary and whether a full or a limited scope audit is required and, if limited, the specific areas to examine.

1. Full Scope Audit - A full scope audit includes an examination (perform specified verification procedures) of financial transactions, accounts, and reports, and compliance with applicable Medicaid laws, regulations, manual instructions and directives. It is of sufficient depth and detail to assure that DMAS's payment is based on Medicaid principles of reimbursement.

2. Limited Scope Audit - A limited scope audit is an examination (perform specified verification procedures) of selected part(s) of a provider's cost report and related financial records. In addition, audit procedures performed on selected areas of the cost may be limited. Both the selected cost report areas and the related procedures to be applied are sufficient to meet the audit objectives established from the desk review. When an audit is being performed and additional audit procedures are required, or additional findings are discovered which may require additional audit procedures the contractor must determine if the additional time and expense is appropriate and document the justification.

Based on program experience and that of outside firms who have completed prior field audits, an average audit requires approximately 30 hours of pre-audit preparation, 155 hours of on-site examination, and 35 hours to complete in-house review after field work is completed.

It is estimated that the contractor will complete approximately 100-120 field audits per year.

C. The PFA audits are an examination of financial records and underlying documentation which support expenditures made from the PFA on behalf of recipients. The procedure is to test those expenditures for compliance with the applicable laws and regulations, to render an opinion on the accounting and management of the funds and to propose any changes in the providers' procedures or refunds of inappropriate expenditures. In conjunction with the review of the PFA the Contractor tests the providers' claims filed and paid by DMAS to verify that the correct amount of patient pay was reported by the provider on the claim.

Based on DMAS experience in completing the PFA audits, an average audit requires approximately 40 hours to complete.

It is estimate that DMAS will assign from 130 to 150 PFA audits per year to the selected Contractor.

3.3 Appeals Representation

The Contractor will assist the DMAS by presenting the Agency's position in the administrative appeals processes in conjunction with appeals by providers of adjustments that have been applied to the provider resulting from cost report settlements, field audits and PFA audits that the contractor has performed. The DMAS has two levels of administrative appeals generally referred to as the informal level and the formal level. At the informal level the Contractor prepares the DMAS case summary and represents the DMAS at an informal conference with the provider before a DMAS employee Appeals Agent. At the formal level, the Contractor assists the DMAS staff counsel in preparing the case summary and acts as a witness at a hearing before a hearing officer as appointed by the Virginia Supreme Court.

Based on DMAS experience, the current contractor has provided approximately 1700 hours annually of staff time in performance of this function.

3.4 General Consulting

The consulting services will generally be limited to projects for the DPR, however, these services will be available for all areas of DMAS. The workplan and hours required for each project shall be agreed upon between the DMAS and the Contractor prior to commencement of work.

3.5 Goals

A contractual agreement with a responsible and responsive Certified Public Accounting Firm, with office(s) in Virginia, or agreement that an office(s) will be established in Virginia.

A highly competitive and cost effective price for services for the Commonwealth.

A competitive procurement that is timely and adheres to state laws and federal regulations.

Completed cost settlements and audit verifications and / or services, which will allow required time frames to be efficiently and economically met.

A consistent application of audit/verification procedures and State and federal laws and regulations by trained and technically competent auditors.

3.6 Contractor Responsibilities

A. Limit Individuals Assigned: The Contractor will be required to assign dedicated staff to perform the DMAS audits on an on-going basis to ensure consistency of knowledge and application of the DMAS policies and regulations during the contract period. Specify the names, qualifications, professional level, and number of individuals to be assigned. DMAS dissatisfaction with the performance of the assigned individual(s) may be grounds for cancellation of the Contract.

B. Conferences with the DMAS: The Contractor will be prepared to attend audit conferences with appropriate DMAS representatives.

C. Exit Conference: The Contractor will hold an exit interview with the audited provider at the conclusion of the on-site review to discuss audit findings and proposed adjustments.

D. Interpretation of Regulations: The Contractor will refer questions of interpretation of the reimbursement regulations to the appropriate designated DMAS representative. Should the Contractor not agree with the DMAS interpretation, the firm will accept the written reply of the appropriate designated DMAS representative as controlling.

E. Workpapers: On request the Contractor will furnish to the DMAS copies of all adjustments recommended and all audit workpapers and correspondence for each provider.

The Contractor will be required to maintain and store all original work papers and correspondence based on the DMAS approved records retention plan and follow the approved disposal procedures. The current

contractor maintains 1150 cubic feet of files on site and 3050 cubic feet of off site storage. It will be the responsibility of the new contractor to relocate all files maintained by the existing contractor.

F. Management Reports: The Contractor will provide to the provider a written statement of those matters which came to the auditors' attention in the performance of the audit, including comments on the accounting procedures, systems of internal control, and any other matters which would reflect on the fairness of costs as reported by the provider.

G. Confidentiality of Audit Procedures: The Contractor will maintain the confidentiality of the provider, the audit program, steps, and procedures, and the data analyzed in the performance of the audits.

H. Contractor's Time Requirements: The Contractor will specify the lead time necessary for scheduling audits and a reasonable turnaround time must be stipulated (specify days or weeks). The DMAS shall determine the reasonableness of these time frames.

I. Non-Reimbursable Audit Time and Expenses: The Contractor will agree that excess audit time shall not be reimbursable where it is determined that unreasonable utilization of its personnel or use of inexperienced personnel in performing the DMAS audits, or unreasonable travel expenses were incurred because the Contractor staffed the DMAS audit from another office not in the closest location to the provider.

J. Time Summary: The Contractor will agree to submit to the DMAS, a time summary of the total hours expended on each audit step or procedure at the conclusion of each audit.

K. Confidentiality of Medicaid Information: The contractor will maintain the confidentiality of Medicaid information in accordance with the following:

1. The Contractor agrees to ensure that access to Medicaid information will be limited to the Contractor. The Contractor shall take measures to prudently safeguard and protect unauthorized disclosure of the Medicaid information in its possession. The Contractor shall establish internal policies to ensure compliance with federal and state laws and regulations regarding confidentiality including, but not limited to, 42 CFR § 431, Subpart F, and Virginia Code Section 2.1-377, et. seq. In no event shall the Contractor provide, grant, allow, or otherwise give, access to Medicaid information to anyone without the express written permission of the Director of DMAS. The Contractor assumes all liabilities under both state and federal law in the event that the information is disclosed in any manner.

2. Upon the Contractor receiving any requests for the Medicaid information from any individual, entity, corporation, partnership or otherwise, the Contractor must notify DMAS within twenty-four (24) hours. The Contractor shall ensure that there will be no disclosure of the data except through DMAS. DMAS will treat such requests in accordance with DMAS policies.

3. In cases where the information requested by outside sources is releasable under the Freedom of Information Act (FOIA), as determined by DMAS, the Contractor shall provide support for copying and invoicing such documents.

L The Contractor will be responsible for providing all computer equipment necessary to perform the services required under RFP 2006-01, including dial-up capability in accordance with DMAS specifications.

M. Training - The Contractor will be prepared to have staff members who are assigned to perform desk settlements and/or field verifications attend on-site training and orientation programs provided by the DMAS, if necessary, and that the audit firm will not bill the DMAS for staff time spent in such training and orientation programs.

N. HIPPA Requirements - To the extent that the Contractor uses one or more subcontractors or agents to provide services under this Contract, and such subcontractors or agents receive or have access to protected health information (PHI), each such subcontractor or agent shall sign a Business Associate Agreement with the Contractor that complies with HIPAA. The Contractor shall ensure that any agents and subcontractors to whom it provides PHI received from the Department (or created or received by the Contractor on behalf of the Department) agree in writing to the same restrictions, terms, and conditions relating to PHI that apply to the Contractor pursuant to this Contract.

O. The Department shall have the option to review and approve all such written agreements between the Contractor and its agents and subcontractors prior to their effectiveness.

4. REPORTING AND DELIVERY REQUIREMENTS

4.1 Report on Each Engagement

The Contractor will issue a report to DMAS of the results of applying agreed upon procedures for each cost settlement, field audit and application settlement and/or PFA audit performed. Included with the report for cost report settlements will be the NPR letter with rates for the subsequent cost reporting period, the revised cost report and the adjustments being applied, all of which are also mailed to the provider. Included with the report for PFA audits, issued to the DMAS with a copy to the provider, will be a copy of a detail listing of claims with incorrectly reported patient pay amounts as well as any errors in accounting for the patients' personal funds that the provider must correct. By regulation, setting of the prospective rate for the subsequent year resulting from a cost settlement must be completed within 180 days of the date the cost report is filed.

4.2 Monthly Progress Reports

The Contractor must prepare written progress reports on a monthly basis and present these reports to the Manager, Cost Settlement and Audit Unit, Division of Provider Reimbursement.

The reports must include:

- A. Status of major activities and tasks in relation to the Contractor's work plan, including specific tasks completed for each part of the project.
- B. Target dates completion of remaining tasks.
- C. Any potential delays in reaching target dates and the basis for such a conclusion.

D. Any revisions to the overall work schedule.

4.3 Delivery

Failure to complete the audits within the scheduled time frames may be cause for termination of the contract, unless there are documented delays caused by the provider under examination.

5. DMAS RESPONSIBILITIES

DMAS will provide a contract coordinator to maintain communication with the Contractor on a daily basis. The primary responsibilities of DMAS and the contract coordinator include:

- a) Make the final decisions regarding all policy issues;
- b) Provide on-going project review and evaluation to include announced and unannounced visits to ensure regulatory compliance;
- c) Provide Contractor with existing licensed software arrangements (currently Kost-Pak and Compu-Max) to use in the analysis and revision of CMS Forms 2552 and 2540 as filed by providers.
- d) Review and approve any Contractor written policy, subcontracts and/or procedural communications to providers and others prior to release;
- e) Provide oversight and directions to assist contractor in training of staff for changes in reimbursement regulations and/or DMAS required procedures;
- f) Perform periodic audits of contractor's contractual compliance. Such audits will commence upon 30 days written notice by the DMAS Division of Internal Audit to the Contractor that DMAS will be conducting a review of enumerated aspects of Contractor's contractual compliance. The scope and estimated duration of each such review will be specified in writing.

6. PAYMENTS TO THE CONTRACTOR

Payments to the Contractor will be made monthly at the contracted hourly rates by level of staff for billed hours of Contractor time spent in performing the required contractual services plus travel expenses of the Contractor's staff traveling to and from provider locations in order to conduct field audits, PFA audits and/or other services required to be performed at sites other than the Contractor's office(s). The overall annual total of payments to the Contractor for the contracted services will be limited to the total amount agreed to by the DMAS and the Contractor in the contract negotiations. Payments to the Contractor will also be subject to the General Terms and Conditions and the Special Terms and Conditions of Sections 9 and 10 respectively of this RFP.

6.1 Travel Expense Limitations

The Contractor will be subject to the overall effect of limitations on travel reimbursement as imposed on State employees by the Virginia Department of Accounts policies and procedures manual (CAPP Manual).

6.2 Monthly Billing

The Contractor will be paid monthly based on a monthly bill submitted by the 10th day of the following month. The monthly billing from the Contractor must identify by provider and provider period or by project, the type(s) of contractual services performed, Contractor staff level performing the services, and number of hours performed by each such staff level for that cost report, or PFA audit or project. The monthly bill will be summarized by type of service by provider, also by type of service and in total. Travel expenses for offsite travel to and from provider sites in the performance of auditing or other services will be in like manner identified by type of out-of-pocket expense, by provider and provider period and summarized by type of service performed and in total.

7. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

Each Offeror must have submitted timely a Letter of Intent, for its proposal to be considered. Each Offeror shall submit a Technical Proposal in relation to the requirements described in this RFP. The following describes the general requirements and the specific requirements for the Technical Proposal.

General Requirements for Technical Proposal

7.1. Overview

The Technical Proposal shall be developed and submitted in accordance with the instructions outlined in this section. The Offeror's proposal shall be prepared simply and economically, and shall include a straightforward, concise description of the Offeror's capabilities that satisfy the requirements of the RFP. Although concise, the proposal should be thorough and detailed so that DMAS may properly evaluate the Offeror's capacity to provide the required services. All descriptions of services should include an explanation of proposed methodology, where applicable. The proposal may include additional information that the Offeror considers relevant to this RFP.

The proposal shall be organized in the order specified in this RFP. A proposal that is not organized in this manner risks reduced scoring if the evaluators, at their sole discretion, are unable to find where the RFP requirements are specifically addressed. Failure to provide information required by this RFP may result in a lower scoring of the proposal.

The proposal may include any additional information that the Offeror considers relevant to this RFP.

7.2 Critical Elements of the Technical Proposal

The Offeror must include the entire RFP 2006-01 and must cross reference its Technical proposal with each requirement listed in Sections 3 and 4 of this RFP. In addition, the Offeror must ensure that the following documentation is included in the proposal.

Capacity Summary: The proposal must include a capacity summary (physical plant, equipment, and critical personnel) including a discussion of the Offeror's capacity to successfully provide the desired services in light of other potential and known demands upon those resources.

Contractor's Qualifications: The proposal must include a summary of the Offeror's qualifications. The nature and importance of the work requires very strong qualifications. Documentation of experience and credentials is necessary. Special emphasis will be placed upon experience in performing audits for state or federal government human services organizations.

Summary of Key Staff: The proposal must include a staff summary and identification of key staff, to include a qualified project director who will be working on the project, and their relevant experience. Professional resumes must be included.

Estimate of Hours by Level: The proposal must include an estimate of hours required by each level of professional in completion of a routine Medicaid audit in each of the three basic audit areas (desk audit, field audit and PFA audit) as described in the Nature and Scope of Services (Section 3).

Total Allocated Hours by Audit Area: The proposal must include an estimate of hours per year that could be allocated in total and by each audit area to the DMAS audits. Offerors must estimate those hours by the time of year that would be available for the DMAS audits.

Out-of-Pocket Expenses: The proposal must identify the types of expenses normally incurred as out-of-pocket expenses, and the Offeror's policy with regard to reimbursement of such expenses.

References: The proposal must include at least three references from past and/or current commercial or government accounts for work of a similar nature (see attachment I).

Small, Women and Minority-Owned Business Participation: It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

The Offeror shall submit a Small, Women-owned, and Minority-owned Business (SWAM) Utilization Plan for this procurement. Attachment II contains the format for providing this information, and shall be included in the package with the Offeror's Original of the Technical Proposal.

7.3 Binding of Proposal

The Technical Proposal shall be clearly labeled "Technical Proposal for RPF 2006-01" on the front cover. The legal name of the organization submitting the proposal shall also appear on the cover of the Proposal.

The Technical Proposal shall be typed, bound, and page-numbered, single-spaced with a 12-point font on 8 1/2" x 11" paper with 1" margins and printed on one side only. Each copy of the Technical Proposal and all documentation submitted shall be contained in single three-ring binder volumes where practical. A tab sheet

keyed to the Table of Contents shall separate each major section. The title of each major section shall appear on the tab sheet.

The Offeror shall submit an original and five (5) copies of the Technical Proposal by the response date and time specified in this RFP. Each copy of the proposal shall be bound separately. This submission shall be in a sealed envelope or sealed box clearly marked "RFP 2006-01 Technical Proposal". The Offeror shall also submit one electronic copy (compact disc preferred) of their Technical Proposal in MS Word format (Microsoft Word 2000 or compatible format). In addition, the Offeror shall submit a redacted (proprietary and confidential information removed) electronic copy of their Technical Proposal.

7.4 Table of Contents

The proposal shall contain a Table of Contents that cross-references the RFP submittal requirements in Section 3 and 4. Each section of the Technical Proposal shall be cross-referenced to the appropriate section of the RFP that is being addressed. This will assist DMAS in determining uniform compliance with specific RFP requirements.

7.5 Submission Requirements

All information requested in this RFP shall be submitted in the Offeror's proposals. By submitting a proposal in response to this RFP, the Offeror certifies that all of the information provided is true and accurate. Failure to provide information required by this RFP may ultimately result in a lower scoring of the proposal.

All data, materials and documentation originated and prepared for the Commonwealth pursuant to this RFP belong exclusively to the Commonwealth and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Confidential information shall be clearly marked in the proposal and reasons the information should be confidential shall be clearly stated.

Trade secrets or proprietary information submitted by an Offeror are not subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror shall invoke the protections of § 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice shall specifically identify the data or materials to be protected and state the reasons why protection is necessary.

The proprietary or trade secret materials submitted shall be identified by some distinct method such as highlighting or underlining and shall indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document as proprietary or trade secrets is not acceptable and, in the sole discretion of DMAS, may result in rejection and return of the proposal.

All information requested by this RFP on ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned business shall be submitted with the original copy of the Offerors Technical Proposal.

7.6 Transmittal Letter

The transmittal letter shall be on official organization letterhead and signed by the individual authorized to legally bind the Offeror to contract agreements and the terms and conditions contained in this RFP. The organization official who signs the proposal transmittal letter shall be the same person who signs the cover page of the RFP and Addenda.

At a minimum, the transmittal letter shall contain the following:

1. A statement that the Offeror meets the required conditions to be an eligible candidate for the contract award including:
 - a) The Offeror and any related entities must identify any contracts or agreements they have with any state or local government entity that is a Medicaid and/or Title XXI State Child Health Insurance Program provider or Contractor and the general circumstances of the contract or agreement. This information will be reviewed by DMAS to ensure there are no potential conflicts of interest;
 - b) Offeror must be able to present sufficient assurances to the state that the award of the contract to the Offeror will not create a conflict of interest between the Contractor, the Department, and its subcontractors; and
 - c) The Offeror must be licensed to conduct business in the state of Virginia.
2. A statement that the Offeror has read, understands and agrees to perform all of the Contractor responsibilities and comply with all of the requirements and terms set forth in this RFP, any modifications of this RFP, the Contract and Addenda;
3. The Offeror's general information, including the address, telephone number, and facsimile transmission number;
4. Designation of an individual as the authorized representative of the organization who will interact with DMAS on any matters pertaining to this RFP and the resultant Contract; and
5. A statement agreeing that the Offeror's proposal shall be valid for a minimum of 180 days from its submission to DMAS.

7.7 Signed Cover Page of the RFP and Addenda

To attest to all RFP terms and conditions, the authorized representative of the Offeror shall sign the cover page of this RFP as well as the cover page of the Addenda, if issued, to the RFP and submit this along with its proposal.

7.8 Procurement Contact

The principal point of contact for this procurement in DMAS shall be:

James Branham
Manager, Cost Settlement and Audit
Virginia Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, VA 23219
E-mail: james.branham@dmass.virginia.gov

All communications with DMAS regarding this RFP should be directed to the principal point of contact. All RFP content-related questions shall be in writing to the principal point of contact or the DMAS Contract Management Officer. An Offeror who communicates with any other employees or Contractors of DMAS concerning this RFP after issuance of the RFP may be disqualified from this procurement.

7.9 Submission and Acceptance of Proposals

The proposals, whether mailed or hand delivered, shall arrive at DMAS no later than 2:00 p.m. E.S.T. on September 16, 2005. DMAS shall be the sole determining party in establishing the time of arrival of proposals. Late proposals shall not be accepted and shall be automatically rejected from further consideration. The address for delivery is:

Proposals may be sent by US mail, Federal Express, UPS, etc. to:

Attention: Christopher Banaszak
Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, VA 23219

Hand Delivery or Courier to:

Attention: Christopher Banaszak
Department of Medical Assistance Services
1st Floor DMAS Receptionist
600 East Broad Street
Richmond, VA 23219

If DMAS does not receive at least one responsive proposal as a result of this RFP, DMAS reserves the right to select a Contractor that best meets DMAS' needs. DMAS management shall select this Contractor. DMAS also reserves the right to reject all proposals. DMAS reserves the right to delay implementation of the RFP if a satisfactory Contractor is not identified or if DMAS determines a delay is necessary to ensure implementation goes smoothly without service interruption. Information will be posted on the DMAS web site, <http://www.dmas.virginia.gov/>.

7.10 Oral Presentation and Site Visit

DMAS may require one or more oral presentations by an Offeror in response to questions DMAS has about the Offeror's proposal. An oral presentation means that the Offeror is physically present in a DMAS designated meeting room. DMAS will allow a minimum five-business day advance notice to the Offeror prior to the date of the oral presentation. Expenses incurred as part of the oral presentation shall be the Offeror's responsibility.

DMAS may make one or more on-site visits to see the Offeror's operation of another contract, both Medicaid and non-Medicaid. DMAS shall be solely responsible for its own expenses for travel, food and lodging.

7.11 RFP Schedule of Events

The following RFP Schedule of Events represents the State's proposed timeframe that shall be followed for implementation of the program.

EVENT	DATE
State Issues RFP	August 22, 2005
Deadline for Letter of Intent and Written Comments	September 2, 2005
State Issues Responses to Written Comments	September 9, 2005
Deadline for Submitting a Proposal to the Department	September 16, 2005
Ranking and negotiations with Offerors	October 3, 2005
Contract Signed and Approved	October 31, 2005
Implementation Date	January 1, 2006

If it becomes necessary to revise any part of this RFP, or if additional data is necessary for an interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be issued to all Offerors by the Department. If supplemental releases are necessary, the Department reserves the right to extend the due dates and time for receipt of proposals to accommodate such interpretations of additional data requirements. The RFP and subsequent information will be listed on the Department's website (www.dmas.virginia.gov) and the eVA website (www.eva.state.va.us).

8. PROPOSAL EVALUATIONS AND AWARD CRITERIA

DMAS will conduct a comprehensive, fair, and impartial evaluation of the Technical Proposal received in response to this RFP. The Evaluation Team will be responsible for the review and scoring of all proposals. This group will be responsible for the recommendation to the DMAS Director.

8.1 Evaluation of Minimum Requirements

DMAS will initially determine if each proposal addresses the minimum RFP requirements to permit a complete evaluation of the Technical Proposals. Proposals shall comply with the instructions to Offerors contained throughout this RFP. Failure to comply with the instructions shall result in a lower scoring of the proposal. DMAS reserves the right to waive minor irregularities.

The minimum requirements for a proposal to be given consideration are:

RFP Cover Sheet: This form shall be completed and properly signed by the authorized representative of the organization.

Closing Date: The proposal shall have been received, as provided in Section 7.10, before the closing of acceptance of proposals in the number of copies specified.

Compliance: The proposal shall comply with the entire format requirements described in Sections 3 and 4 and the Technical Proposal requirements described in Section 7.

Mandatory Conditions: All mandatory General and Specific Terms and Conditions contained in Sections 9 and 10 shall be accepted.

8.2 Proposal Evaluation Criteria

The broad criteria for evaluating proposals include, but are not limited to, the elements below:

1. **General quality and adequacy of response:**

- Agreement to comply with all general and specific requirements and conditions (Sections 3 and 4).
- Responsiveness to information furnished and goals stated in Scope of Work (Section 3).
- Demonstrated knowledge of Medicare and Medicaid Principles of Reimbursement.
- Audit hours available to perform the DMAS audits under contract.
- Clear understanding of the project as demonstrated in the responses to the RFP.

2. **Proposal/Work Plan for Completion of the Audits.**

- The clarity and completeness of the proposal related to the Offeror's approach to and completion of the audits and management of the assigned personnel.
- The lead-time to begin an audit, and the turn around time to complete the expected work.
- The work plan distribution of person hours for each part of the project.

3. **Contractor Qualifications**

- Qualifications of personnel
- Prior experience with similar projects.
- Identified conflicts as referenced at §7.7.
- Appropriateness of the relationship between staff qualifications and assigned responsibilities.
- Capability of the personnel assigned to the project to audit for compliance with applicable health care regulations, to propose adjustments to costs submitted for reimbursement when appropriate, and to produce working papers which support conclusions reached in the audit engagement.
- Capability of the project director to successfully manage the project.

4. **Quality of references**

5. **SWAM Planned Utilization**

8.3 Oral Presentations

Oral presentations may be conducted with each Offeror to clarify proposal points. See §7.11.

8.4 Award Criteria

The Commonwealth may engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial proposal and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible, and Offerors may be asked to make an oral presentation of their proposal to DMAS staff. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage non-binding estimates of total project costs, including non-binding estimates of price for services may be discussed. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.

At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, DMAS shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

8.5 Award Schedule

The Department intends to award a contract as soon as possible. The operational begin date for the contract is January 1, 2006. The initial contract will be for a two- (2) year period, with provisions for four (4) one-year renewals, in accordance with Section 10.15. All deliverables are due by the dates indicated by the agreed upon lead, turn around, and audit time frames indicated by the scope of the audit to be performed.

9. GENERAL TERMS AND CONDITIONS

9.1 VENDORS MANUAL:

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

9.2 APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, §2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

9.3 ANTI-DISCRIMINATION:

By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act (VPPA), and any other applicable laws. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000, the provisions in Sections 9.3.1 and 9.3.2. below apply:

9.3.1. During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

9.3.2. The Contractor will include the provisions of 9.3.1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

9.4 ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

9.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986

9.6 DEBARMENT STATUS:

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia or any other federal, state or local government from submitting bids or proposals on any type of contract, nor are they an agent of any person or entity that is currently so debarred

9.7 ANTITRUST:

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

9.8 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS

Failure to submit a proposal on the official state form, in this case the completed and signed RFP Cover Sheet, may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

9.9 CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact James Branham no later than September 2, 2005. Any revisions to the solicitation will be made only by addendum issued by the buyer.

9.10 PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor

performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

9.11 PRECEDENCE OF TERMS:

The following General Terms and Conditions: *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

9.12 QUALIFICATIONS OF OFFERORS:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

9.13 TESTING AND INSPECTION:

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to ensure goods and services conform to the specifications.

9.14 ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth. Any assignment made in violation of this section will be void.

9.15 CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Department may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not

limited to, things such as services to be performed. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Department a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Department's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Department with all vouchers and records of expenses incurred and savings realized. The Department shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Department within thirty (30) days from the date of receipt of the written order from the Department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Department or with the performance of the contract generally.

9.16 DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

9.17 INSURANCE:

By signing and submitting a bid or proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits: Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000.
3. Commercial General Liability: \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
5. Professional Liability/Errors and Omission \$1,00,000 per occurrence, \$3,000,000 aggregate.

9.18 ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the Department will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

9.19 DRUG-FREE WORKPLACE:

During the performance of this contract, the Contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees;
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

9.20 NONDISCRIMINATION OF CONTRACTORS:

A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization

from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

9.21 eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

1. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
2. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. The eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

10. SPECIAL TERMS AND CONDITIONS

10.1 Access To Premises

The Contractor shall allow duly authorized agents or representatives of the State or Federal Government, during normal business hours, access to Contractor's and subcontractors' premises, to inspect, audit, monitor or otherwise evaluate the performance of the Contractor's and subcontractor's contractual activities and shall forthwith produce all records requested as part of such review or audit. In the event right of access is requested under this section, the Contractor and subcontractor shall, upon request, provide and make available staff to assist in the audit or inspection effort, and provide adequate space on the premises to reasonably accommodate the State or Federal personnel conducting the audit or inspection effort. All inspections or audits shall be conducted in a manner as will not unduly interfere with the performance of Contractor or subcontractor's activities. The Contractor will be given thirty (30) calendar days to respond to any preliminary findings of an audit before the Department shall finalize its findings. All information so obtained will be accorded confidential treatment as provided under applicable law.

The Department, the Office of the Attorney General of the Commonwealth of Virginia, the federal Department of Health and Human Services, and/or their duly authorized representatives shall be allowed access to evaluate through inspection or other means, the quality, appropriateness, and timeliness of services performed under this Contract.

10.2 Access To And Retention Of Records

In addition to the requirements outlined below, the Contractor must comply, and must require compliance by its subcontractors with the security and confidentiality of records standards.

10.2.1 Access to Records

The Department, its duly authorized representatives and State and Federal auditors shall have access to any books, fee schedules, documents, papers, and records of the Contractor and any of its subcontractors.

The Department, or its duly authorized representatives, shall be allowed to inspect, copy, and audit any of the above documents, including, medical and/or financial records of the Contractor and its subcontractors.

10.2.2 Retention of Records

The Contractor shall retain all records and reports relating to this Contract for a period of six (6) years after final payment is made under this Contract or in the event that this Contract is renewed six (6) years after the renewal date. When an audit, litigation, or other action involving records is initiated prior to the end of said period, however, records shall be maintained for a period of six (6) years following resolution of such action or longer if such action is still ongoing. Copies on microfilm or other appropriate media of the documents contemplated herein may be substituted for the originals provided that the microfilming or other duplicating procedures are reliable and are supported by an effective retrieval system which meets legal requirements to support litigation, and to be admissible into evidence in any court of law.

10.3 Advertising

In the event a contract is awarded for services resulting from this proposal, no indication of such sales or services to DMAS will be used in product literature or advertising without prior written permission from DMAS. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services without prior written permission from DMAS.

10.4 Audit

The Contractor shall retain all books, records, and other documents relative to this contract for six (6) years after final payment, or longer if audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

10.5 Availability of Funds

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

10.6 Award

The Commonwealth shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial proposal and with emphasis on professional competence, to provide the required services. Repetitive informal interviews

shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

10.7 Cancellation of Contract

The Department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 90 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding services issued prior to the effective date of cancellation.

10.7.1 Termination

This Contract may be terminated in whole or in part:

- a. By the Department, for convenience, with not less than thirty (30) days prior written notice, which notice shall specify the effective date of the termination,
- b. By the Department, in whole or in part, if funding from Federal, State, or other sources is withdrawn, reduced, or limited;
- c. By the Department if the Department determines that the instability of the Contractor's financial condition threatens delivery of services and continued performance of the Contractor's responsibilities; or
- d. By the Department if the Department determines that the Contractor has failed to satisfactorily perform its contracted duties and responsibilities.

Each of these conditions for contract termination is described in the following paragraphs.

10.7.2 Termination for Convenience

The Contractor may terminate this Contract with or without cause, upon six (6) full calendar months written notice to the Department. In addition, the Contractor may terminate the Contract by opting out of the renewal clause.

10.7.3 Termination for Unavailable Funds

The Contractor understands and agrees that the Department shall be bound only to the extent of the funds available or which may become available for the purpose of this resulting Contract. When the Department makes a written determination that funds are not adequately appropriated or otherwise unavailable to support continuance of performance of this Contract, the Department shall, in whole or in part, cancel or terminate this Contract.

The Department's payment of funds for purposes of this Contract is subject to and conditioned upon the availability of funds for such purposes, whether Federal and/or State funds. The Department may terminate this Contract upon written notice to the Contractor at any time prior to the completion of this Contract, if, in the sole opinion of the Department, funding becomes unavailable for these services or such funds are restricted or reduced. In the event that funds are restricted or reduced, it is agreed by both parties that, at the sole discretion of the Department, this Contract may be amended. If the Contractor shall be unable or unwilling to provide covered services at reduced rates, the Contract shall be terminated.

No damages, losses, or expenses may be sought by the Contractor against the Department, if, in the sole determination of the Department, funds become unavailable before or after this Contract between the parties is executed. A determination by the Department that funds are not appropriated or are otherwise inadequate or unavailable to support the continuance of this Contract shall be final and conclusive.

10.7.4 Termination Because of Financial Instability

In the event the Contractor becomes financially unstable to the point of threatening the ability of the Department to obtain the services provided for under the Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, or suffers or permits the appointment of a receiver for its business or assets, the Department may, at its option, immediately terminate this Contract effective at the close of business on a date specified by the Department. In the event the Department elects to terminate the Contract under this provision, the Contractor shall be notified in writing, by either certified or registered mail, specifying the date of termination. The Contractor shall submit a written waiver of the licensee's rights under the Federal bankruptcy laws.

In the event of the filing of a petition in bankruptcy by a principal network provider or subcontractor, the Contractor shall immediately so advise the Department. The Contractor shall ensure that all tasks that have been delegated to its subcontractor(s) are performed in accordance with the terms of this Contract.

10.7.5 Termination for Default

The Department may terminate the Contract, in whole or in part, if the Department determines that the Contractor has failed to satisfactorily perform its duties and responsibilities under this Contract and is unable to cure such failure within a reasonable period of time as specified in writing by the Department, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default."

Upon determination by the Department that the Contractor has failed to satisfactorily perform its duties and responsibilities under this Contract, the Contractor shall be notified in writing, by either certified or registered mail, of the failure and of the time period which has been established to cure such failure. If the Contractor is unable to cure the failure within the specified time period, the Department will notify the Contractor in writing within thirty (30) calendar days of the last day of the specified time period that the

Contract, has been terminated in full or in part, for default. This written notice will identify all of the Contractor's responsibilities in the case of the termination, including responsibilities related to enrollee notification, network provider notification, refunds of advance payments, return or destruction of Department data and liability for medical claims.

In the event that DMAS determines that the Contractor's failure to perform its duties and responsibilities under this contract results in a substantial risk to the health and safety of Medicaid or FAMIS enrollees, DMAS may terminate this contract immediately without notice.

If, after notice of termination for default, it is determined by the Department or by a court of law that the Contractor was not in default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control of and without error or negligence on the part of the Contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the Department, and the rights and obligations of the parties shall be governed accordingly.

In the event of termination for default, in full or in part, as provided for under this clause, the Department may procure from other sources, upon such terms and in such manner as is deemed appropriate by the Department, supplies or services similar to those terminated, and the Contractor shall be liable for any costs for such similar supplies and services and all other damages allowed by law. In addition, the Contractor shall be liable to the Department for administrative costs incurred to procure such similar supplies or services as are needed to continue operations. In the event of a termination for default prior to the start of operations, any claim the Contractor may assert shall be governed by the procedures defined by the Department for handling contract termination. Nothing herein shall be construed as limiting any other remedies that may be available to the Department.

In the event of a termination for default during ongoing operations, the Contractor shall be paid for any outstanding payments due less any assessed damages.

10.8 Remedies For Violation, Breach, Or Non-Performance Of Contract

Upon receipt by the Department of evidence of substantial non-compliance by the Contractor with any of the provisions of this Contract or with State or federal laws or regulations the following remedies may be imposed.

10.8.1 Procedure For Contractor Noncompliance Notification

In the event that the Department identifies or learns of noncompliance with the terms of this contract, the Department will notify the Contractor in writing of the nature of the noncompliance. The Contractor must remedy the noncompliance within a time period established by the Department and the Department will designate a period of time, not less than ten (10) calendar days, in which the Contractor must provide a written response to the notification. The Department may develop or may require the Contractor to develop procedures with which the Contractor must comply to eliminate or prevent the imposition of specific remedies.

10.8.2 Remedies Available To The Department

The Department reserves the right to employ, at the Department's sole discretion, remedies and sanctions to include but not limited to payment withholds liquidated damages, and/or termination of the contract.

10.9 Performance Bonds

The Contractor shall deliver to DMAS executed performance bonds, each in the sum of four months of the estimated annual contract amount, with DMAS as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by DMAS.

10.10 Payment

The Contractor shall be prepared to provide the full range of services requested under this RFP and resultant contract, on site and operationally ready to begin work by the implementation date established by DMAS. DMAS will provide adequate prior notice of at least 60-90 days of the implementation date. Upon approval of the Contractor's operational readiness and a determined start date, DMAS shall make payments as described in Section 6.

Each invoice submitted by the Contractor shall be subject to DMAS approval based on satisfactory performance of contracted services and compliance with all contract terms. The invoice shall contain the Federal tax identification number, the contract number and any other information subsequently required by DMAS.

10.11 Identification of Proposal Envelope

The signed proposal should be returned in a separate envelope or package sealed and identified as follows:

From: _____
Name of Offeror Due Date /Time

Street or Box Number City, State, Zip Code

RFP Number

Name of Contract/Purchase Officer:

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

10.12 Indemnification

Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

10.13 Small/Minority/Women Owned Businesses Subcontracting and Reporting

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to certified small, minority and/or women-owned businesses. Names of firms may be available from the Department of Minority Business Enterprise at www.dmbc.virginia.gov. When such business has been subcontracted to these firms and quarterly during the contract period, the Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided on a quarterly basis.

10.14 Prime Contractor Responsibilities

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by it as it is for the acts and omissions of its own employees.

10.15 Renewal of Contract

This contract may be renewed by the Commonwealth upon written agreement of both parties for four successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

10.16 Confidentiality of Information

By submitting a proposal, the Contractor agrees that information or data obtained by the Contractor from DMAS during the course of determining and/or preparing a response to this RFP may not be used for any other purpose than determining and/or preparing the Contractor's response. Such information or data may not be disseminated or discussed for any reasons not directly related to the determination or preparation of the Contractor's response to this RFP.

10.17 HIPAA Compliance

The Contractor shall comply, and shall ensure that any and all subcontractors comply, with all State and Federal laws and Regulations with regards to handling, processing, or using Health Care Data. This includes but is not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations as it pertains to this agreement, and the Contractor shall keep abreast of the regulations. Since this is a federal law and the regulations apply to all health care information, the Contractor shall comply with the HIPAA regulations at no additional cost to DMAS. The Contractor will also be required

to enter into a DMAS-supplied HIPAA Business Associate Agreement with DMAS to comply with the regulations protecting Health Care Data. A template of this Agreement is available on the DMAS Internet Site at <http://www.dmas.virginia.gov/hpa-home.htm>.

10.18 Obligation of Contractor

By submitting a proposal, the Contractor covenants and agrees that it has satisfied itself of the conditions to be met, and fully understands its obligations, and that it will have no right to cancel its proposal or to relief of any other nature because of its misunderstanding or lack of information.

10.19 Independent Contractor

Any Contractor awarded a contract under this RFP will be considered an independent Contractor, and neither the Contractor, nor personnel employed by the Contractor, is to be considered an employee or agent of DMAS.

10.20 Ownership of Intellectual Property

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance specific to this contract shall become the sole property of the Commonwealth. On request, the Contractor shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

10.21 Subsidiary-Parent Relationship

In the event the Offeror is a subsidiary or division of a parent organization, the Offeror must include in the proposal, a signed statement by the chief executive officer of the parent organization pledging the full resources of the parent organization to meet the responsibilities of the subsidiary organization under contract to DMAS. DMAS must be notified within 10 days of any change in ownership. Any change in ownership will not relieve the original parent of its obligation of pledging its full resources to meet the obligations of the contract with DMAS without the expressed written consent of the DMAS Director.

ATTACHMENT I - REFERENCES

RFP 2006-01

Reference Form:

Contract Name:	
Customer name and address:	
Customer contact and title:	
Contact Phone number:	
Scope of Services of Contract:	
Contract Type (fixed price, fee for service, capitation, etc)	
Contract Size (# of providers served , # of participants served, etc):	
Contract Period	
Number of Contractor staff assigned to contract:	
Annual Value of Contract:	

Attachment II: SWAM (Small, Women and Minority-owned Businesses) Utilization Plan

Offeror Name: _____ Preparer Name: _____ Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise? Yes_____ No_____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes_____ No_____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes___ No_____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the Collection Services contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business Enterprise: "Small business enterprise" shall mean an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program. **For purposes of the SWAM Program, the definition of small business enterprise shall be interpreted to include all certified women-owned and minority-owned businesses.**

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM**

Program, all certified women-owned businesses are also a small business enterprise.

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia or online at www.dmbv.virginia.gov (Customer Service).

1. Plans for utilization of SWAM Businesses					
SWAM Business Name & Address	SWAM Status: Small (S), Women (W), Minority (M) & DMBE Certif. # & Date	Contact Person, Tele. & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
Totals \$					